

PATAGONIAN ICEFIELDS RESEARCH PROGRAM

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter the "Release Agreement")

**BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM
COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

Signature

Name:	
Mailing Address:	
City:	Province/State/Region:
Country:	Postal code:
Email Address:	Phone #:
Date of Birth (dd/mm/yyyy) __/__/____	

In consideration of the **PATAGONIAN ICEFIELDS RESEARCH PROGRAM** accepting my application and being permitted to participate in the Program (as defined below), the following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue, and other terms of this agreement (collectively this "Agreement") are entered into by me with and for the benefit of the PATAGONIAN ICEFIELDS RESEARCH PROGRAM and personnel (as defined below).

Definition: In this Agreement the term "PATAGONIAN ICEFIELDS RESEARCH PROGRAM" shall include all activities in any way relating to hiking, including travel to and from place of residence, travel in motor vehicles and vessels, all classroom instructional sessions, and instructional hikes including glacial travel and ice climbs.

I waive any and all claims that I have or I may have in the future against and release from all liability and agree not to sue the PATAGONIAN ICEFIELDS RESEARCH PROGRAM and his/her/its employees, instructors, Guides, Drivers, volunteers, contractors and subcontractors (collectively "The Personnel") for any personal injury, death, property damage or loss that I may suffer or my next of kin may suffer as a result of me participating in the PATAGONIAN ICEFIELDS RESEARCH PROGRAM due to any cause whatsoever on the part of the of the PATAGONIAN ICEFIELDS RESEARCH PROGRAM, the guides, instructors, or the personnel, including, without limitation,

1. Negligence,
2. Breach of any duty imposed by law
3. Breach of any contract
4. Mistakes or errors of judgement of any kind on the part of the releasees

I agree to hold harmless and indemnify the releasees from any and all liability for any loss, property damage and personal injury (including death) to any third party resulting from my participation in an PATAGONIAN ICEFIELDS RESEARCH PROGRAM.

I am aware that hiking and participation in an PATAGONIAN ICEFIELDS RESEARCH PROGRAM may have inherent dangers and and other risks, some of which include:

- a. Travel as a passenger in or on motor vehicles or vessels where a vehicle accident could occur, or collision with a natural or manmade object could occur resulting in serious injury, property damage or death.
- b. Encounters with domestic or wild animals or other hikers,
- c. Falls & slips on or off the hiking trails, including falls on snow or ice ; avalanche, falling snow, rocks, or ice or other objects.
- d. Conduct of the personnel– the conduct, including negligence of the personnel, and the conduct of other participants.
- e. Becoming lost or disoriented and exposed to hypothermia, thirst and hunger.

I willingly accept all the dangers and risks of the PATAGONIAN ICEFIELDS RESEARCH PROGRAM including without limitation the risks described above and the possibility of personal injury, death, property damage or loss resulting there from.

I agree that although the Releasees may take precautions to reduce the risks and increase the safety of PATAGONIAN ICEFIELDS RESEARCH PROGRAM it is not possible for the Releasees to make PATAGONIAN ICEFIELDS RESEARCH PROGRAM completely free from risk.

In entering into this agreement **I am not relying** on any oral or written representatives or statements made by the Personnel or PATAGONIAN ICEFIELDS RESEARCH PROGRAM including those in any brochures, website or advertising with respect to the safety of a PATAGONIAN ICEFIELDS RESEARCH PROGRAM other than what is set forth in this agreement.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions of this agreement shall remain in full force and effect.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Dated this _____ day of _____ 20____.

Signature of Participant

Please Print Name

Signature of Witness

Please Print Name
